



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER TARENG00307		PAGE 1 OF 16	
2. CONTRACT NO. W56HZV-07-P-L568		3. AWARD/EFFECTIVE DATE 06-Feb-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. ARMY TACOM 6501 E. 11 MILE ROAD WARREN MI 48397-5000		CODE W56HZV		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 339999 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO U.S. ARMY TACOM NEW SERVICE CONTRACTING CLIFTON ELLIS CLIFTON ELLIS AMSRD-TAR-E/AM/MS 257 ELLISCL@TACOM.ARMY.MIL WARREN MI 48397-5000		CODE W56HZV		16. ADMINISTERED BY U.S. ARMY TACOM AMSTA-AC-ASRB/MS 322 JOHN SARTI 586-574-7110 JOHN.SARTI@TACOM.ARMY.MIL WARREN MI 48397-5000		CODE W56HZV	
17a. CONTRACTOR/ OFFEROR OUTERWEARS COMPANY INCORPORATED STEVE GIEBEL 12611 N US HIGHWAY 131 SCHOOLCRAFT MI 49087-8901		CODE 4MQS4		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS DFAS-JAIBAC-CO ATTN: ST LOUIS P.O. BOX 182307 COLUMBUS OH 43218-2307		CODE HQ0304	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE 4MQS4		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$6,000.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: Quote Dated 2/1/2007				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. (UNITED STATES OF AMERICA) (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 2-6-05	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) JOHN W. GARSIDE, JR. VICE PRESIDENT		30c. DATE SIGNED 2-5-07		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: Fran Dolata			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 16	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

STATEMENT OF WORK**STATEMENT OF WORK**

1. Scope. This task is focused on the air intake system utilized by the M1114 HMMWV. It will research and develop a short and long-term integrated solution aimed at improving the life and efficiency of the system by implementing a patented nylon-type polymer mesh that will aid in the prevention of sand and dirt ingestion into the engine.

2. Background.

1. The mission of TARDEC is to research, develop, engineer, leverage, and provide advanced systems integration of technology into ground systems and support equipment throughout the life cycle. This endeavor will directly impact ground systems by integrating technology that is currently used in off-road racing to improve vehicle performance in extreme environments.
2. The importance of an efficient air filtration system free of debris is important in reducing Operation & Support (O&S) cost associated with engine repairs. The maintenance time associated with replacing and engine can range between three and eight hours, but on average this takes six hours. To replace the filter element it takes just under one hour, and to replace other elements in the air filtration system can range from one hour to as much as three and a half. In addition, dirty air also reduces fuel efficiency and wears down other components over time. Therefore, it is immensely beneficial that air filtration improvements be observed with vigilance – especially when vehicles are subjected to environments where talcum-like sand is abundant, like the one in Iraq.
3. TARDEC conducts in-house testing of products for air filtration systems, but does not develop products. Past effort conducted at TARDEC involving this product have yielded mixed results. Some vehicle systems have shown a 40% increase in filter life, and some have shown a 5% decrease. No variants of the HMMWV family have been tested with this product to date.

3. Task. The primary task to be completed is to develop and prototype integrated products using existing components and incorporating the nylon-type polymer fiber to improve filter life and engine efficiency. There will be three final prototypes delivered at contract completion. One will be used to encase the filter element, another to cover the existing filter cap, and the last prototype will be used to replace the existing intake system on the outside of the vehicle.

4. Deliverables.

Three prototypes are to be delivered at the completion of the task to the assigned TARDEC representative in accordance and satisfaction with the task outlined of section three (3) of this Statement of Work.

5. Control Procedures.


- A. The government representative will be able to visit the contractor's facility at any time throughout the duration of the contract. The representative may bring guests as they desire, providing they are government employees. If the desired guests are not government employees then notice either written or verbal must be given to the contractor prior to their arrival.
- B. An informal report (presentation to TARDEC and a preliminary written report) will be provided after the completion of task.

6. Government-Furnished Support (GFS). Components will be lent to the contractor, but all material is to be returned in the same condition upon completion of the effort. The only material that will not be returned is the Air Cleaner, Intake which the contractor will dispose of.

Air Cleaner, Intake
Clamp, Hose
Cap, Air Cleaner Int
Clamp, Hose
Stack Assembly, Air

7. Schedule. The contract will be for nine (9) months from the date of contract award. The specific deliverables and corresponding timing are stated within the above sections. The objective is to deliver the first prototype within two (2) months of contract award. The next two prototypes will be delivered by the first (3) months of the contract. The rest of the 6 months will be spent modifying the prototypes.

CONTRACT DATA REQUIREMENT LIST

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO.		B. EXHIBIT B		C. CATEGORY: TDP TM OTHER MISC				
D. SYSTEM/ITEM TARDEC Reliability, Availability, and Maintainability (RAM) Team			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. B001		2. TITLE OF DATA ITEM Scientific and Technical Reports			3. SUBTITLE CST Process Instructions (PI's)			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-807011A			5. CONTRACT REFERENCE PWS paragraph 3.2.2		6. REQUIRING OFFICE AMSRD-TAR-E/ME/ MS267			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION				
8. APP CODE A	ASREQ	11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES		
						Draft	Final	
16. REMARKS: Delete Blocks 3, 7, and 10 of DI-MISC-80711A, and replace with the following: Contractor format permitted. Submitted and exchanged electronically in Microsoft ® Office 2000 product suite format. Alternate or additional formats may be specified by the GTL. Submit draft PI's within seven calendar days after the need for a PI has been identified by the Government. Submit changes as required, within five calendar days after the need for revision is identified. The GTL will review and approve individual PI's. The approved PI's shall constitute the standard operating procedures for the application of corrosion prevention compounds (CPCs). * - each submission.				AMSRD-TAR-E/ME/MS267		1		1 *
						Reg		
						Repro		
15. TOTAL 						1		1 *

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE
INSERT
IN
SECT. B

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO.		B. EXHIBIT B		C. CATEGORY: TDP TM OTHER ADMN					
D. SYSTEM/ITEM TARDEC Reliability, Availability, and Maintainability (RAM) Team			E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. B002		2. TITLE OF DATA ITEM Report, Record of Meeting / Minutes			3. SUBTITLE S&T WIPT Updates				
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505			5. CONTRACT REFERENCE PWS paragraph 3.4.8		6. REQUIRING OFFICE AMSRD-TAR-E/ME/ MS267				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED ASREQ		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION SEE BLK 16			
8. APP CODE A		11. AS OF DATE SEE BLK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		14. DISTRIBUTION			
16. REMARKS: Delete Blocks 3, 7, and 10 of DI-ADMN-81505, and replace with the following: Contractor format permitted. The Report / Record for this Meeting shall be submitted and exchanged electronically in Microsoft ® Office 2000 product suite format. Alternate or additional formats may be specified by the GTL. Submit the Report / Record for this Meeting within seven calendar days after the meeting session conclusion. Submit changes as required, within five calendar days after the need for revision is identified. The GTL will review and approve the Report / Record for this Meeting. * - each submission.						a. ADDRESSEE		b. COPIES	
						Draft		Final	
						Reg		Repro	
						1		1 *	
15. TOTAL →						1		1 *	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE INSERT IN SECT. B

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		6,000	Dollars, U.S.	\$1.00	\$6,000.00

SIGMA AIR FILTRATION PROTOTYPING FFP

This task is focused on the air intake system utilized by the M1114 HMMWV. They will research and develop a short and long-term integrated solution aimed at improving the life and efficiency of the system by implementing a patented nylon-type polymer mesh that will aid in the prevention of sand and dirt ingestion into the engine. Three prototypes will be provided by the contractor by the end of the nine months. Scope of work is in this contract.

The cost of developing these prototypes is \$6,000.

Period of Performance is from February 6, 2007 to November 6, 2007.

DESCRIPTION

Prototype #1 is to be developed and delivered to Government by April 6, 2007.

Prototype #2 and #3 to be developed and delivered to Government by May 6, 2007.

The rest of the contract will be spent modifying the existing prototypes.

Primary Performance Certifier:

CLIFTON ELLIS

AMSRD-TAR-E

586-574-7264

Alternate Performance Certifier:

RONALD STURGEON

AMSRD-TAR-E

586-574-6345

SHIPPING INFORMATION:

US ARMY TACOM LCMC

AMSRD-TAR-R/MS 121

6501 E. Eleven Mile Rd.

Warren, MI 48397-5000

MARK FOR: Interest Contract NoW56HZV-07-P-L568

CLIFTON ELLIS,

AMSRD-TAR-E/MS 267

Deliveries are not allowed after 3:30p.m.

PLEASE DO NOT SEND INVOICES TO DFAS ST. LOUIS, please see "Prompt Payment (Invoices)" dated June 2000. The invoice shall contain the steps (a)-(h).

Invoices will be submitted electronically to:

CONTRACTINVOICE@tacom.army.mil

Contractor shall put tax ID number on invoices to expedite payment.

FOB: Destination

PURCHASE REQUEST NUMBER: TARENG00307

NET AMT \$6,000.00

ACRN AA
CIN: TARENG003070001

\$6,000.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 06-FEB-2007 TO 06-NOV-2007	N/A	U.S. ARMY TACOM NEW SERVICE CONTRACTING CLIFTON ELLIS CLIFTON ELLIS AMSRD-TAR-E/RAM/ MS 267 ELLISCL@TACOM.ARMY.MIL WARREN MI 48397-5000 1-586-574-7264 FOB: Destination	W56HZV

ACCOUNTING AND APPROPRIATION DATA

AA: 2172020000076N6N7E4230121100025167RX96K000000D25002ENG00307S20113
AMOUNT: \$6,000.00
CIN TARENG003070001: \$6,000.00

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.229-1	State and Local Taxes	APR 1984

52.247-34 F.O.B. Destination NOV 1991
 252.204-7004 Alt A Central Contractor Registration (52.204-7) Alternate A NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.232-4000

CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve additions or changes in any of the requirements under any contract, resulting from this solicitation, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, such change shall be solely at the risk of the contractor. (See General Provision, entitled: "Notification of Changes," FAR 52.243-7 or paragraph (c) of FAR 52.212-4).

52.232-4004
PROMPT PAYMENT (INVOICES)

(JUNE 2000)

1. In accordance with the Prompt Payment Clause (FAR 52.232.25), this guidance is provided for the submission of invoices.

2. An invoice is the Contractor's bill or written request for payment under the order for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the order.

3. Submit your invoice, preferably by email or through other electronic means, to EITHER:

 X CONTRACTINVOICE@tacom.army.mil OR

 the administrator at the address on the face page of this contract

(If none of these is checked, send it to the first address:

CONTRACTINVOICE@tacom.army.mil)

4. A proper invoice must include the following items:

- (a) Name and address of the Contractor
- (b) Invoice date
- (c) Order number or other authorization for supplies delivered or services performed (including order number and **contract line item number** CLIN)
- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (e) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipment on Government bills of lading
- (f) Name and address of Contractor to whom payment is to be sent (must be as specified in the order or in proper notice of assignment)
- (g) **Tax payer ID number.**
- (h) Any other information or documentation required by other requirements of the order (such as evidence of shipment)

NOTE: ALL INVOICES FAILING TO PROVIDE THE REQUIRED INFORMATION WILL BE RETURNED UNPAID.

5. Interest penalties to be paid by the Government if payment is not made within the applicable time limits specified by the Prompt Payment Act, are subject to the following conditions:

- (a) A proper invoice was received by the designated billing office
- (b) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any term or condition.
- (c) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(end of clause)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

Marking of Shipment

All packages must be marked with the contents and TACOM Contract/Order Number. Failure to properly mark all shipments may result in delayed payment and possible rejection of invoices and/or shipments.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ☐ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ☐ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) ☒ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ☐ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

(6) ☐ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

- (9) ___ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
 - (10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
 - (11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
 - (12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
 - (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
 - (13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
 - (14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
 - (15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
 - (16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
 - (17) _X_ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
 - (18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
 - (19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
 - (20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (ii) ___ Alternate I (MAR 2000) of 252.247-7023.
 - (iii) ___ Alternate II (MAR 2000) of 252.247-7023.
 - (iv) ___ Alternate III (MAY 2002) of 252.247-7023.
 - (21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
 - (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
 - (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)